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AGREEMENT BY AND BETWEEN
 CARTERET BOROUGH ~~HALL~~ *of*
 AND THE
 INTERNATIONAL SOCIETY OF SKILLED TRADES
 (Borough Hall Employees)

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 OCT 1989
 RUTGERS UNIVERSITY

July 1, 1987 December 31, 1988

AGREEMENT

Agreement entered into by and between the Borough of Carteret, hereinafter referred to as the "Boro" or the Employer and the International Society of Skilled Trades, affiliated with the National Federation of Independent Unions, hereinafter referred to as the "UNION" or the "ISST." This is in accordance with the Certification of Representation issued by the New Jersey Public Employment Relations Commission (PERC).

The effective date of this Agreement is January 1, 1987 to December 31, 1988.

ARTICLE 1 RECOGNITION

The Employer recognizes the ISST as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed on Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

no problem

ARTICLE 2 DUES CHECK-OFF

1. The Boro agrees to deduct Union membership dues each month from the pay of those employees who request in writing that such deduction be made. The amounts deducted shall be certified to the Boro by the Treasurer of the Union, and the aggregate deductions of all employees

ARTICLE 2 (CONT'D)

shall be remitted monthly to the Treasurer of the Union, together with a list of all employees for whom deductions were made.

2. Any revocation of the aforesaid authorization to deduct dues shall be made by the employee, in writing and in duplicate, with the original sent to the Union and a copy to the Boro, and in accordance with the provisions of N.J.S.A. 52:14-15 93; as may be amended. Such revocation shall be effective to all deductions as of January 1 or July 1, next succeeding the date of which such revocation is filed.

3. The Union shall indemnify, defend and save the Boro harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken by notice of the Union to the Boro or in reliance upon the notification of the Union.

4. The Boro agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and to transmit the fee to the majority representative.

5. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

6. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the

ARTICLE 2 (CONT'D)

dues and available only to members of the Union but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

7. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union as provided for by law. This appeal procedure shall in no way involve the Boro or require the Boro to take any action other than to hold the fee in escrow pending resolution of the appeal.

8. The Union shall indemnify, defend and save the Boro harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Boro in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Boro or in reliance upon the notification of the Union.

ARTICLE 3 HOURS OF WORK

1. The Employer agrees to schedule each employee for seven (7) hours of work each day and for thirty-five (35) hours of work each week, Monday through Friday inclusive. There shall be no split shifts. Part-time employees shall be paid only for hours worked.

2. The Employer shall allow a one (1) hour lunch period each day.

3. The Employer agrees to allow an additional paid one-half ($\frac{1}{2}$)

ARTICLE 3 (CONT'D)

hour lunch period whenever an employee is required to work ten and a half (10½) consecutive hours, and an additional paid one-half (½) hour lunch period for each subsequent four (4) hours of work.

4. The current schedule now in effect pertaining to coffee breaks will remain in effect for the life of this contract.

5. Any employee choosing comp time in lieu of overtime will receive comp time at one and a half (1½) or double time (2) the hours worked where applicable.

ARTICLE 4 SAFETY COMMITTEE

There shall be a Safety Committee consisting of an equal number of representatives of the Boro and the Union. They shall meet when necessary. If a majority of the Committee agrees that a job or working conditions are unsafe, then work shall cease provided, however, the Boro shall be given opportunity to immediately remedy the condition.

ARTICLE 5 CALL IN PAY

Any employee called to emergency duty that takes less than four (4) hours to correct, shall be given a minimum of four (4) hours pay at time and one-half (1½). However, any employee called in due to an emergency may be required to work the minimum four (4) hours.

Emergency to be determined by the Superintendent or other authorized personnel or officials.

ARTICLE 6 INEQUITY STUDY

The Boro agrees that certain employees will be up for review and possible pay adjustments between now and the term of this contract.

ARTICLE 7 GRIEVANCE PROCEDURE

1. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties, hereto, relating to any matter of wages, hours and working conditions, or any dispute between the parties, involving interpretation or application of any provisions to this Agreement.

2. An aggrieved employee shall present his/her grievance, in writing, to the Employer within twenty (20) days of its occurrence or such grievance will be deemed waived.

3. In the event of such grievance, the steps hereafter set forth shall be followed:

Step 1. The employee and the steward, or the employee individually but in the presence of a steward shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within five (5) working days, the employee or the steward may forward the grievance to the next step in the procedure.

Step 2. The steward will discuss the grievance with the Boro councilman in charge of the department involved. In the event the grievance is not satisfactorily adjusted within five (5) working

ARTICLE 7 (CONT'D)

days, the grievance may be appealed at the next step.

Step 3. The Union representative and the Employer representative or any such designated person shall meet to discuss the grievance within fifteen (15) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within fifteen (15) working days, the grievance may be taken to arbitration by either party, upon written notice to the other party.

4. If at any time the aggrieved employee appeals his grievance before the Civil Service Commission, then from that point in time, the grievance and arbitration procedure can no longer be utilized to adjust the subject grievance.

5. If in any of the foregoing steps either party fails to carry out the procedure involved in these steps, the other party may take the dispute to arbitration.

ARTICLE 8 ARBITRATION

1. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Boro and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service or the Public Employment Relations Commission (PERC) shall be requested by either party or both parties to provide a panel of five (5) arbitrators. Both the Boro and

ARTICLE 8 (CONT'D)

the Union have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one name. The process shall then be repeated and the remaining person shall be the arbitrator.

2. The decision of the arbitrator shall be final on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

3. Expense for the arbitrator's services and the proceedings shall be borne equally by the Boro and the Union.

4. Time extensions beyond those stipulated above may be arrived at by mutual agreement of the parties concerned.

ARTICLE 9 OVERTIME

1. Time and one-half ($1\frac{1}{2}$) the employees regular hourly rate of pay shall be paid for work under the following conditions:

- a. All hours worked beyond the regular schedule work week of 35 hours.
- b. All hours worked on a Saturday.
- c. All hours worked on a holiday plus the holiday pay.
- d. All hours worked on a Sunday shall be paid at a double-time rate of pay.

2. For overtime computation purposes only, time within the employee's

ARTICLE 9 (CONT'D)

standard weekly work schedule for which the employee received pay from the Boro for approved absence, shall be credited to time worked when computing the work week.

3. Overtime in each department shall be offered and rotated equally among all employees doing the same type of work. In case of emergency, no employee shall refuse to work overtime.

ARTICLE 10 LEAVES OF ABSENCE

1. Leaves of absence with pay may be granted to Union officers or Delegates to conventions, institutes or educational conferences for a total of fifteen (15) days. The fifteen (15) days are not to be exceeded in any one year for all Delegates or officers combined. Any employee in necessary attendance at meetings with Boro officials or supervisors, while dealing with grievances or proposals, will be excused from duty during such meetings without loss of pay.

2. Leaves without pay may be granted for other Union business or other mutually satisfactory causes, such as medical, personal, emergency, maternity or municipal.

ARTICLE 11 HOLIDAYS

The following days shall be recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Veteran's Day
Independence Day	All day Christmas Eve
Employee's Birthday	Christmas Day

1. Holidays falling on a Saturday shall be observed on the preceding Friday.

2. Holidays falling on a Sunday shall be observed on the following Monday.

3. If a holiday falls during the employee's vacation period, the employee shall receive an additional day of vacation.

4. If an employee is required to work on a holiday, he shall receive time and one half (1½) for the hours worked in addition to his holiday pay.

5. In addition, the Superintendent shall have the discretion of allowing the employee off on an employee's birthday. In the event said employee is not granted time off on his birthday, said employee shall be entitled to another day off as agreed upon between them and the Superintendent.

6. It is agreed that in order for an employee to be entitled to any holiday pay, each employee must work the day prior to and the day following said holiday, unless a reasonable excuse is given for absence.

ARTICLE 12 VACATIONS

1. The last hiring date of the individual employee shall determine his or her eligibility for vacation. Vacation shall be taken any time after the employee's anniversary hiring date but prior to his or her next anniversary hiring day.

2. Service shall be accredited as of the date of hire by the Employer and shall be the same as an employee's date of seniority.

3. An employee whose employment is terminated shall receive pro rata vacation for each month of continuous service subsequent to the last period for which a vacation was taken.

4. Vacation pay shall be based on seven (7) hours straight time pay for the employee's classification for each day of vacation.

TOTAL EMPLOYMENT SENIORITY

VACATION ENTITLEMENT

One to four years	12 working days
Five to nine years	15 working days
Ten to fourteen years	20 working days
Fifteen to nineteen years	25 working days
Twenty years and over	30 working days

5. Vacations may be scheduled through the calendar year.

6. Vacation schedules by department shall be posted by April 15th each year.

7. In each department, preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit. In order to comply with selection of vacations by total employment seniority, the Boro shall maintain the right to assign personnel during vacations as the efficient governing of the Boro requires.

ARTICLE 12 (CONT'D)

8. In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation.

9. Whenever practical and reasonable, vacation pay will be paid on the payday prior to the start of the vacation period, upon request of the individual employee.

10. Vacation time from any given year may be held over to the following year. However, vacation time may be carried over for a maximum of two years only.

ARTICLE 13 PERSONAL DAYS

Three personal days with pay will be granted to all employees covered by this Agreement provided employee gives at least two (2) working days notice of intent to utilize a personal day. In the event of an emergency, the Employer shall make every effort to grant a personal day.

ARTICLE 14 LONGEVITY

Employees salaries shall be increased retroactive to January 1, 1987 in the following amounts, based on their years of service in accordance with the following schedule:

5 years to 9 years service	2%
10 years to 14 years service	4%
15 years to 19 years service	6%
20 years to 24	10%
25 and over	12%

ARTICLE 15 SICK LEAVE

All employeea under twenty five (25) years of service shall be entitled to fifteen (15) daya sick leave with pay each year. Employees over twenty-five (25) years of service shall be entitled to twenty (20) days sick leave with pay each year. Unused sick leave ahall be accumu-
lated from one year to the next year. A doctor's certificate is required after five (5) days of continuoua illness. Employees who are absent due to illness shall notify the supervisor as early as possible the day of their illness.

ARTICLE 16 BEREAVEMENT PAY

1. In caae of death in the immediate family of any employee, four days leave of absence with pay shall be granted to arrange or attend funeral aervices.

2. Leave of abaence shall mean four continuous days, whether working daya or not, from the day of death.

3. Immediate family shall be the following: Mother, Father, Spouse, Sister, Brother, Son, Daughter, Brother-in-law, Sister-in-law, Mother-in-law, Father-in-law, Daughter-in-law, Son-in-law, Grandparents and Grand-children.

4. These four days ahall not be charged to sick leave benefit of any employee.

5. One day shall be granted with pay in case of death of any other relative to arrange or attend funeral aervices.

ARTICLE 17 SENIORITY

1. Seniority starts from the first day of employment, not from the first day of permanent employment. Seniority shall be broken by a voluntary quit or termination. The principles of seniority and promotion from within shall be guiding factor in relations between the parties, but any employee assigned to do a particular job must be able to demonstrate an ability to do the job required.

2. All job openings must be posted in each department for five (5) work days. Copies of all job postings shall be given to the local Union President.

3. All employees who work at a job which pays a higher rate of pay than their own, shall receive the higher rate of pay for the time worked at the higher classification. Seniority dates apply only to full time employment.

ARTICLE 18 TRANSFERS

1. Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the required transfer.

2. Employees requesting transfers for reasons other than the elimination of their jobs, shall be transferred to equal or lesser paying job classifications on the basis of seniority, provided a vacancy exists. Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of an equal or lower classification on the basis of seniority.

ARTICLE 18 (CONT'D)

3. Transfer requests shall remain in effect for a period of six months. Employees wishing to keep their transfer requests under consideration beyond this period of time shall submit a new transfer request of the immediate supervisor. The supervisor should notify the employee when the six months are due to expire.

ARTICLE 19 DISCIPLINE

No employee shall be disciplined except for just and proper cause.

1. In any instance where an employee is subject to disciplinary action which would result in lost time, except where violence and/or health and safety of other employees may be involved, such disciplinary action shall not be implemented for at least three (3) days subsequent to the day of the incident involved. During such three (3) days the two sides shall meet to try and resolve the matter.

2. No employee may be suspended for a period of more than five (5) days without first having a disciplinary hearing. Notice of such hearing, along with specifications shall be furnished to the employee, with a copy to the Union President and to the Council Office. The employee shall be entitled to representation at any such hearing by the Local Union President, Union Steward and Council Representative.

3. The person initiating any such charges shall not be the presiding officer at any disciplinary hearing.

4. Any suspension in excess of five (5) days, or any removal of

ARTICLE 19 (CONT'D)

an employee may be appealed to Civil Service or may be appealed to arbitration provided the Union supports the request for arbitration. The employee shall have ten (10) days from the date of receipt of final notice of discipline to indicate his choice. His choice of either arbitration or Civil Service hearing shall be final and irrevocable.

ARTICLE 20 INSURANCE

1. The employer shall cover its employees and their dependents with hospitalization from the Blue Cross and Blue Shield including Major Medical Plan and Rider "J" or it's equivalent. It shall be carried for the members of the Union employed by the Boro without contributions by the employee toward payment of premiums.

2. Group life insurance in the amount of \$10,000.00 shall be carried by the Boro for all employees and fully paid for by the Boro. The Boro shall supplement the pay of any employee who is on Workman's Compensation so that the employee will receive full pay for a period of up to one year.

3. The Boro shall provide a disability benefit of \$120.00 per week.

4. All employees who retire shall receive a paid up life insurance policy of \$5,000.00.

5. Upon retirement, the Boro agrees to continue full hospitalization benefits to those said retirees, so long as the employee's income

ARTICLE 20 (CONT'D)

is derived from his pension and/or social security, exclusively, and he is not actively engaged or working in other employment or business, self-employed or for pecuniary gain, remuneration or profit, and he shall submit a signed, written form stating that he has no additional earned income and provided further that such retired employee/member shall not be reinstated if coverage has been lawfully discontinued.

6. It is agreed that the Boro will establish a dental plan for its employees covered by this Agreement. The Boro will contribute 70% of the cost for all employees applying for coverage in 1987. Commencing January 1, 1988 the Boro will contribute 80% of the cost for all employees. The remaining portion of the dental insurance shall be borne by the individual employees.

7. The Boro will reimburse those members for their paid social security coverage for medicare at \$15.90 per quarter or it's equivalent.

ARTICLE 21 MISCELLANEOUS

1. Any shortage on the paycheck of any employee amounting to less than ten dollars (\$10.00) shall be rectified on the next paycheck.

2. The Boro and the Union will commence investigation of a credit union for services.

3. All employeea shall receive a general increase of 4.5% of their base rate retroactive to January 1, 1987.

4. Commencing January 1, 1988 all employees covered by this

ARTICLE 21 (CONT'D)

Agreement shall receive a 6% increase.

Note: It is agreed that certain employees will be reviewed from time to time for wage adjustments to their base salaries during the life of this contract. It is further agreed that commencing on or about August 1988 the Boro will grant a wage re-opener if funds are available to all members covered by this Agreement.

ARTICLE 22 DURATION

This Agreement shall be in effect from January 1, 1987 until December 31, 1988 inclusive and thereafter until terminated or amended by either party giving the other party sixty (60) days prior written notice of its intent to terminate or amend. The party giving such notice shall submit in writing any proposed amendments it desires.

I.S.S.T. UNION

Henry F. Chubbly

BOROUGH OF CARTERET, N.J.

Peter J. Luca

